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FOR INFORMATION

COMPARATIVE TEXT OF THE UNICEF STANDARD BASIC COOPERATION AGREEMENT

Addendum

In the course of the consideration of the UNICEF Basic Cooperation Agreement by the Executive Board at its 1991 session, a number of delegations expressed the desirability of reproducing the standard text of the Agreement together with comparative texts of agreements used by other United Nations agencies. Other delegations wanted to review the provisions of the United Nations instruments on the basis of which certain provisions were included in the Basic Cooperation Agreement.

For those purposes, column 1 of the tabulation reproduces the standard Basic Cooperation Agreement as contained in E/ICEF/1992/L.2. Columns 2 and 3 contain the United Nations Development Programme (UNDP) Standard Basic Assistance Agreement and the United Nations High Commissioner for Refugees (UNHCR) Model Cooperation Agreement, respectively. In column 4, references are provided for the corresponding articles in the UNDP/Standard Basic Assistance Agreement and the UNHCR/Model Cooperation Agreement to the articles in column 1 of the UNICEF Basic Cooperation Agreement. Column 4 also includes relevant texts of the legislative instruments, such as General Assembly resolution 57 (I) (11 December 1946), the UNICEF Financial Regulations and Rules and the Convention on the Privileges and Immunities of the United Nations, on the basis of which the corresponding articles in column 1 have been included in the UNICEF Basic Cooperation Agreement.

COMPARATIVE TEXT OF THE UNICEF STANDARD BASIC COOPERATION AGREEMENT

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STANDARD BASIC COOPERATION AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF

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PREAMBLE

WHEREAS the United Nations Children's Fund (UNICEF) was established by the General Assembly of the United Nations by resolution 57 (I) of 11 December 1946 as an organ of the United Nations and, by this and subsequent resolutions, was charged with the responsibility of meeting, through the provision of financial support, supplies, training and advice, the emergency and long-range needs of children and their continuing needs and providing services in the fields of maternal and child health, nutrition, water supply, basic education and supporting services for women in developing countries, with a view to strengthening, where appropriate, activities and programmes of child survival, development and protection in countries with which UNICEF cooperates, and

UNDP STANDARD BASIC ASSISTANCE AGREEMENT

AGREEMENT BETWEEN THE

_____

AND THE
UNITED NATIONS
DEVELOPMENT
PROGRAMME

WHEREAS the General Assembly of the United Nations has established the United Nations Development Programme (hereinafter called the UNDP) to support and supplement the national efforts of developing countries at solving the most important problems of their economic development and to promote social progress and better standards of life; and

WHEREAS the Government of _____ wishes to request assistance from the UNDP for the benefit of its people;

NOW THEREFORE the Government and the UNDP (hereinafter called the Parties) have entered into this Agreement in a spirit of friendly cooperation.

UNHCR MODEL COOPERATION AGREEMENT

AGREEMENT BETWEEN THE UNITED NATIONS HIGH COMMISSIONER FOR REFUGEES AND THE GOVERNMENT OF

_____

WHEREAS the Office of the United Nations High Commissioner for Refugees was established by the United Nations General Assembly resolution 319 (IV) of 3 December 1949,

WHEREAS the Statute of the Office of the United Nations High Commissioner for Refugees, adopted by the United Nations General Assembly in its resolution 428 (V) of 14 December 1950, provides, inter alia, that the High Commissioner, acting under the authority of the General Assembly, shall assume the function of providing international protection, under the auspices of the United Nations, to refugees who fall within the scope of the Statute and of seeking permanent solutions for the problem of refugees by assisting governments and, subject to the approval of the

OTHER COMPARATIVE TEXTS

UNICEF Financial Regulations

Regulation 8.12: UNICEF cooperation in programmes shall be carried out on the basis of:

(a) A basic agreement concluded between UNICEF and the Government concerned, establishing the general terms and conditions for mutual cooperation in the country, the respective commitments of UNICEF and the Government and the administrative and technical arrangements for the implementation of UNICEF-supported programmes, including provisions for the Government to finance local costs associated with such programmes;

(b) Plans of operation or country programme documents concluded between UNICEF, the Government concerned and, when appropriate, other organizations participating in the programme, setting out, consistently with the basic agreement:

(i) The objectives of the programme, the undertakings of UNICEF, the

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WHEREAS UNICEF and the Government of _____ wish to establish the terms and conditions under which UNICEF shall, within its mandate, cooperate in programmes in _____, NOW, THEREFORE, UNICEF and the Government, in a spirit of friendly cooperation, have entered into the present Agreement.		governments concerned, private organizations to facilitate the voluntary repatriation of such refugees, or their assimilation within new national communities, WHEREAS the Office of the United Nations High Commissioner for Refugees, a subsidiary organ established by the General Assembly pursuant to Article 22 of the Charter of the United Nations, is an integral part of the United Nations whose status, privileges and immunities are governed by the Convention on Privileges and Immunities of the United Nations, adopted by the General Assembly on 13 February 1946, WHEREAS the Office of the United Nations High Commissioner for Refugees and the Government of _____ wish to establish the terms and conditions under which the Office, within its mandate, shall be represented in the country, NOW THEREFORE, the Office of the United Nations High Commissioner for Refugees and the	Government and the participating organizations, with a target time-schedule for carrying the programme through its various phases; (ii) The estimated financial resources required to carry out specifically identified programme activities developed on the basis of actual programme requirements.

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		Government of _____, in a spirit of friendly cooperation, have entered into this Agreement.	
ARTICLE I Definitions For the purpose of the present Agreement, the following definitions shall apply:		ARTICLE I DEFINITIONS For the purpose of this Agreement the following definitions shall apply:	See article I(1) UNHCR Model Cooperation Agreement. Also, article I of the UNICEF Financial Regulations and Rules (reproduced below). ARTICLE I DEFINITIONS Regulation 1.1: For the purpose of these regulations the following definitions shall apply:
(a) "Appropriate authorities" means central, local and other competent authorities under the law of the country;		(a) "UNHCR" means the Office of the United Nations High Commissioner for Refugees,	(a) ...
(b) "Convention" means the Convention on the Privileges and Immunities of the United Nations adopted by the General Assembly of the United Nations on 13 February 1946;		(b) "High Commissioner" means the United Nations High Commissioner for Refugees or the officials to whom the High Commissioner has delegated authority to act on his behalf,	
(c) "Experts on mission" means experts coming within the scope of articles VI and VII of the Convention;		(c) "Government" means the Government of _____,	
(d) "Government" means the Government of _____;		(d) "Host Country" or "Country" means _____,	
(e) "Greeting Card Operation" means the organizational entity established within UNICEF to generate public		(e) "Parties" means UNHCR and the Government,	(j) "Greeting Card Operation" shall mean the organizational entity established within UNICEF to generate public support
		(f) "Convention" means the Convention on the Privileges and Immunities of the United	

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awareness, support and additional funding for UNICEF mainly through the production and marketing of greeting cards and other products;		Nations adopted by the General Assembly of the United Nations on 13 February 1946,	and funds for UNICEF, mainly through the production and marketing of greeting cards and other products.
(f) "Head of the office" means the official in charge of the UNICEF office;		(g) "UNHCR office" means all the offices and premises, installations and facilities occupied or maintained in the country,	
(g) "Country" means the country where a UNICEF office is located or which receives programme support from a UNICEF office located elsewhere;		(h) "UNHCR Representative" means the UNHCR official in charge of the UNHCR office in the country,	
(h) "Parties" means UNICEF and the Government;		(i) "UNHCR officials" means all members of the staff of UNHCR employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates as provided in General Assembly resolution 76(I),	
(i) "Persons performing services for UNICEF" means individual contractors, other than officials, engaged by UNICEF to perform services in the execution of programmes of cooperation;		(j) "Experts on mission" means individuals, other than UNHCR officials or persons performing services on behalf of UNHCR, undertaking missions for UNHCR,	
(j) "Programmes of cooperation" means the programmes of the country in which UNICEF cooperates, as provided in article III below;		(k) "Persons performing services on behalf of UNHCR" means natural and juridical persons and their	(l) "Programme activities" shall mean activities associated directly with the planning, programming, implementation, monitoring and evaluation of UNICEF cooperation in country, regional, interregional and global programmes,
(k) "UNICEF" means the United Nations Children's Fund;			

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(l) "UNICEF office" means any organizational unit through which UNICEF cooperates in programmes; it may include the field offices established in the country;		employees, other than nationals of the host country, retained by UNHCR to execute or assist in the carrying out of its programmes,	as distinguished from activities of a programme support or administrative nature.
(m) "UNICEF officials" means all members of the staff of UNICEF employed under the Staff Regulations and Rules of the United Nations, with the exception of persons who are recruited locally and assigned to hourly rates, as provided in General Assembly resolution 76 (I) of 7 December 1946.		(l) "UNHCR personnel" means UNHCR officials, experts on mission and persons performing services on behalf of UNHCR.	UNICEF Financial Rules Rule 101.2: (c) "Office(s)" shall mean any organizational unit at headquarters or any UNICEF office away from headquarters;
ARTICLE II Scope of the Agreement 1. The present Agreement embodies the general terms and conditions under which UNICEF shall cooperate in programmes in the country. 2. UNICEF cooperation in programmes in the country shall be provided consistent with the relevant	ARTICLE I Scope of this Agreement 1. This Agreement embodies the basic conditions under which the UNDP and its Executing Agencies shall assist the Government in carrying out its development projects, and under which such UNDP-assisted projects shall be executed. It shall apply to all such UNDP assistance and to	ARTICLE II PURPOSE OF THIS AGREEMENT This Agreement embodies the basic conditions under which UNHCR shall, within its mandate, cooperate with the Government, open office in the country, and carry out its international protection and humanitarian assistance functions in favour of refugees and other persons of its	See UNDP/Standard Basic Assistance Agreement, article 1, and UNHCR Model Cooperation Agreement, article II.

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resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations, including the Executive Board of UNICEF.

ARTICLE III

Programmes of cooperation and master plan of operations

1. The programmes of cooperation agreed to between the Government and UNICEF shall be contained in a master plan of operations to be concluded between UNICEF, the Government and, as the case may be, other participating organizations.

2. The master plan of operations shall define the particulars of the programmes of cooperation, setting out the objectives of the activities to be carried out, the undertakings of UNICEF, the Government and the participating organizations and the estimated financial resources required to carry out the programmes of cooperation.

3. The Government shall permit UNICEF officials, experts on mission and persons performing services for

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such Project Documents or other instruments (hereinafter called Project Documents) as the Parties may conclude to define the particulars of such assistance and the respective responsibilities of the Parties and the Executing Agency hereunder in more detail in regard to such projects.

2. Assistance shall be provided by the UNDP under this Agreement only in response to requests submitted by the Government and approved by the UNDP. Such assistance shall be made available to the Government, or to such entity as the Government may designate, and shall be furnished and received in accordance with the relevant and applicable resolutions and decisions of the competent UNDP organs, and subject to the availability of the necessary funds to the UNDP.

ARTICLE II

Forms of assistance

1. Assistance which may be made available by the UNDP to the Government under this Agreement may

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concern in the host country.

ARTICLE III

COOPERATION BETWEEN THE GOVERNMENT AND UNHCR

1. Cooperation between the Government and UNHCR in the field of international protection of and humanitarian assistance to refugees and other persons of concern to UNHCR, shall be carried out on the basis of the Statute of UNHCR, of other relevant decisions and resolutions relating to UNHCR adopted by United Nations organs and of article 35 of the Convention relating to the Status of Refugees of 1951 and article 2 of the Protocol relating to the Status of Refugees of 1967.

2. The UNHCR office shall maintain consultations and cooperation with the Government with respect to the preparation and review of projects for refugees.

OTHER COMPARATIVE TEXTS

See UNDP Standard Basic Assistance Agreement, article I(1) and UNHCR Model Cooperation Agreement, article III(3). Also, UNICEF financial regulation 8.1 and rule 108.1 (reproduced below).

ARTICLE VIII

PROGRAMME ACTIVITIES

Regulation 8.1: Within the framework of the medium-term plan, the Executive Director shall submit to the Board for review and approval multi-year country programme recommendations for the activities to be undertaken by UNICEF in the countries with which UNICEF co-operates. In addition, the Executive Director may propose recommendations for regional, interregional and global programmes for review and approval by the Board.

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UNICEF to observe and monitor all the phases and aspects of the programmes of cooperation.

4. The Government shall keep such statistical records concerning the execution of the master plan of operations as the Parties may consider necessary and shall supply any of such records to UNICEF at its request.

5. The Government shall cooperate with UNICEF in providing the appropriate means necessary for adequately informing the public about the programmes of cooperation carried out under the present Agreement.

ARTICLE IV

UNICEF office

1. UNICEF may establish and maintain an office in the country as the Parties may consider necessary to facilitate the implementation of the programmes of cooperation.

2. UNICEF may, with the agreement of the Government, establish

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consist of:

(a) The services of advisory experts and consultants, including consultant firms or organizations, selected by and responsible to, the UNDP or the Executing Agency concerned;

(b) The services of operational experts selected by the Executing Agency, to perform functions of an operational, executive or administrative character as civil servants of the Government or as employees of such entities as the Government may designate under article I, paragraph 2, hereof:

(c) The services of members of the United Nations Volunteers (hereinafter called volunteers);

(d) Equipment and supplies not readily available in _____ (hereinafter called the country);

(e) Seminars, training programmes, demonstration projects, expert working groups and related activities;

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3. For any UNHCR-funded projects to be implemented by the Government, the terms and conditions including the commitment of the Government and the High Commissioner with respect to the furnishing of funds, supplies, equipment and services or other assistance for refugees shall be set forth in project agreements to be signed by the Government and UNHCR.

4. The Government shall at all times grant UNHCR personnel unimpeded access to refugees and other persons of concern to UNHCR and to the sites of UNHCR projects in order to monitor all phases of their implementation.

ARTICLE IV

UNHCR OFFICE

1. The Government welcomes that UNHCR establish and maintain an office or offices in the country for providing international protection and humanitarian assistance to refugees and other persons of concern to UNHCR.

OTHER COMPARATIVE TEXTS

Programme recommendations

Rule 108.1: The UNICEF representative in the host country shall, in consultation with the responsible national authorities, prepare programme recommendations containing the programme activities in which UNICEF shall co-operate at the country level. In addition, UNICEF officials designated by the Executive Director may make programme recommendations for programme activities at the regional, interregional or global level. All programme recommendations shall be submitted as required to the Executive Director.

General Assembly resolution 57 (I)

1. There is hereby created an International Children's Emergency Fund ...

2. (a) ... It shall be authorized to receive funds, contributions or other assistance from any of the foregoing sources; to make expenditures and to finance or arrange for

and maintain a regional/area office in the country to provide programme support to other countries in the region/area.

3. In the event that UNICEF does not maintain an office in the country, it may, with the agreement of the Government, provide support for programmes of cooperation agreed to between UNICEF and the Government under the present Agreement through a UNICEF regional/area office established in another country.

ARTICLE V

Assignment to UNICEF office

1. UNICEF may assign to its office in the country officials, experts on mission and persons performing services for UNICEF, as is deemed necessary by UNICEF, to provide support to the programmes of cooperation in connection with:

(f) Scholarships and fellowships, or similar arrangements under which candidates nominated by the Government and approved by the Executing Agency concerned may study or receive training; and

(g) Any other form of assistance which may be agreed upon by the Government and the UNDP.

2. Requests for assistance shall be presented by the Government to the UNDP through the UNDP resident representative in the country (referred to in paragraph 4(a) of this Article), and in the form and in accordance with procedures established by the UNDP for such requests. The Government shall provide the UNDP with all appropriate facilities and relevant information to appraise the request, including an expression of its intent with respect to the follow-up of investment-oriented projects.

3. Assistance may be provided by the UNDP to the Government either directly, with such external assistance as it may deem appropriate,

2. UNHCR may designate, with the consent of the Government, the UNHCR office in the country to serve as a Regional/Area office and the Government shall be notified in writing of the number and level of the officials assigned to it.

3. The UNHCR office will exercise functions as assigned by the High Commissioner, in relation to his mandate for refugees and other persons of his concern, including the establishment and maintenance of relations between UNHCR and other governmental or non-governmental organizations functioning in the country.

ARTICLE V

UNHCR PERSONNEL

1. UNHCR may assign to the office in the country such officials or other personnel as UNHCR deems necessary for carrying out its international protection and humanitarian assistance functions.

2. The Government shall be informed of the

the provision of supplies, material, services and technical assistance for the furtherance of the foregoing purposes; to facilitate and coordinate activities relating thereto; and generally, to acquire, hold or transfer property, and to take any other legal action necessary or useful in the performance of its objects and purposes;

United Nations Staff Regulations and Rules

Regulation 1.2: Staff members are subject to the authority of the Secretary-General and to assignment by him to any of the activities or offices of the United Nations. They are responsible to him in the exercise of their functions. The whole time of staff members

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(a) The preparation, review, monitoring and evaluation of the programmes of cooperation;	or through an Executing Agency, which shall have primary responsibility for carrying out UNDP assistance to the project and which shall have the status of an independent contractor for this purpose. Where assistance is provided by the UNDP directly to the Government, all references in this Agreement to an Executing Agency shall be construed to refer to the UNDP, unless clearly inappropriate from the context.	category of the officials and other personnel to be assigned to the UNHCR office in the country.	shall be at the disposal of the Secretary-General. The Secretary-General shall establish a normal working week.
(b) The shipment, receipt, distribution or use of the supplies, equipment and other materials provided by UNICEF;	4. (a) The UNDP may maintain a permanent mission, headed by a resident representative, in the country to represent the UNDP therein and be the principal channel of communication with the Government on all Programme matters. The resident representative shall have full responsibility and ultimate authority, on behalf of the UNDP Administrator, for the UNDP programme in all its aspects in the country, and shall be team leader in regard to such representatives of other United Nations organizations as may be posted in the country, taking into account their professional	3. UNHCR may designate officials to visit the country for purposes of consulting and cooperating with the corresponding officials of the Government or other parties involved in refugee work in connection with: (a) the review, preparation, monitoring and evaluation of international protection and humanitarian assistance programmes; (b) the shipment, receipt, distribution or use of the supplies, equipment, and other materials, furnished by UNHCR; (c) seeking permanent solutions for the problem of refugees; and (d) any other matters relating to the application of this Agreement.	
(c) Advising the Government regarding the progress of the programmes of cooperation;		ARTICLE VI FACILITIES FOR IMPLEMENTATION OF UNHCR HUMANITARIAN PROGRAMMES	
(d) Any other matters relating to the application of the present Agreement.		1. The Government, in agreement with UNHCR, shall take any measure which may be necessary to exempt UNHCR	
2. UNICEF shall, from time to time, notify the Government of the names of UNICEF officials, experts on mission and persons performing services for UNICEF; UNICEF shall also notify the Government of any changes in their status.			
ARTICLE VI Government contribution			
1. The Government shall provide to UNICEF as mutually agreed upon and to the extent possible:			See UNDP/Standard Basic Assistance Agreement, article II(b). See also Section 17 of

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(a) Appropriate office premises for the UNICEF office, alone or in conjunction with the United Nations system organizations;	competence and their relations with appropriate organs of the Government. The resident representative shall maintain liaison on behalf of the Programme with the appropriate organs of the Government, including the Government's coordinating agency for external assistance, and shall inform the Government of the policies, criteria and procedures of the UNDP and other relevant programmes of the United Nations. He shall assist the Government, as may be required, in the preparation of UNDP country programme and project requests, as well as proposals for country programme or project changes, assure proper coordination of all assistance rendered by the UNDP through various Executing Agencies or its own consultants, assist the Government, as may be required, in co-ordinating UNDP activities with national, bilateral and multilateral programmes within the country, and carry out such other functions as may be entrusted to him by the Administrator or by an Executing Agency.	officials, experts on mission and persons performing services on behalf of UNHCR from regulations or other legal provisions which may interfere with operations and projects carried out under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNHCR humanitarian programmes for refugees in the country. Such measures shall include the authorization to operate, free of license fees, UNHCR radio and other telecommunications equipment; the granting of air traffic rights and the exemption from aircraft landing fees and royalties for emergency relief cargo flights, transportation of refugees and/or UNHCR personnel.	the Convention on the Privileges and Immunities of the United Nations.
(b) Costs of postage and telecommunications for official purposes;			Section 17. The Secretary-General will specify the categories of officials to which the provisions of this article and article VII shall apply. He shall submit these categories to the General Assembly. Thereafter these categories shall be communicated to the Governments of all Members. The names of the officials included in these categories shall from time to time be made known to the Governments of Members.
(c) Costs of local services such as equipment, fixtures and maintenance of office premises;			
(d) Transportation for UNICEF officials, experts on mission and persons performing services for UNICEF in the performance of their official functions in the country.			
2. The Government shall also assist UNICEF:		2. The Government, in agreement with UNHCR, shall assist the UNHCR officials in finding appropriate office premises, and shall put them at the disposal of UNHCR free of charge, or at a nominal rent.	
(a) In the location and/or in the provision of suitable housing accommodation for internationally recruited UNICEF officials, experts on mission and persons performing services for UNICEF;			
(b) In the installation and supply of utility services such as water, electricity, sewerage, fire		3. The Government, in agreement with UNHCR, shall make arrangements and provide funds up to a mutually agreed	See UNDP Standard Basic Assistance Agreement article V(4).

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protection services and other services, for UNICEF office premises.

3. In the event that UNICEF does not maintain a UNICEF office in the country, the Government undertakes to contribute towards the expenses incurred by UNICEF in maintaining a UNICEF regional/area office elsewhere, from which support is provided to the programmes of cooperation in the country, up to a mutually agreed amount, taking into account contributions in kind, if any.

ARTICLE VII

UNICEF supplies, equipment and other assistance

1. UNICEF contribution to programmes of cooperation may be made in the form of financial and other assistance. Supplies, equipment and other assistance intended for the programmes of cooperation under the present Agreement shall be transferred to the

(b) The UNDP mission in the country shall have such other staff as the UNDP may deem appropriate to its proper functioning. The UNDP shall notify the Government from time to time of the names of the members, and of the families of the members, of the mission, and of changes in the status of such persons.

ARTICLE III

Execution of projects

1. The Government shall remain responsible for its UNDP-assisted development projects and the realization of their objectives as described in the relevant Project Documents, and shall carry out such parts of such projects as may be stipulated in the provisions of this Agreement and such Project Documents. The UNDP undertakes to complement and supplement the Government's participation in such projects through assistance to the Government in pursuance of this Agreement and the work plans forming part of such project documents, and through assistance to the

amount, to cover the cost of local services and facilities for the UNHCR office, such as establishment, equipment, maintenance and rent, if any, of the office.

4. The Government shall ensure that the UNHCR office is at all times supplied with the necessary public services, and that such public services are supplied on equitable terms.

5. The Government shall take the necessary measures, when required, to ensure the security and protection of the premises of the UNHCR office and its personnel.

6. The Government shall facilitate the location of suitable housing accommodation for UNHCR personnel recruited internationally.

ARTICLE VII

PRIVILEGES AND IMMUNITIES

1. The Government shall apply to UNHCR, its property, funds and assets, and to its

UNICEF Financial Regulations and Rules

Regulation 8.13: Ownership of supplies, equipment, materials and other property financed by UNICEF for programme activities shall be transferred to the recipient Government or other entity nominated by it, in accordance with the basic agreement. Until

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Government upon arrival in the country, unless otherwise provided in the master plan of operations. 2. UNICEF may place on the supplies, equipment and other materials intended for programmes of cooperation such markings as are deemed necessary to identify them as being provided by UNICEF. 3. The Government shall grant UNICEF all necessary permits and licences for the importation of the supplies, equipment and other materials under the present Agreement. It shall be responsible for, and shall meet the costs associated with, the clearance, receipt, unloading, storage, insurance, transportation and distribution of such supplies, equipment and other materials after their arrival in the country. 4. While paying due respect to the principles of international competitive bidding, UNICEF shall attach high priority to local procurement of supplies, equipment and other	Government in fulfilling its intent with respect to investment follow-up. The Government shall inform UNDP of the Government Cooperating Agency directly responsible for the Government's participation in each UNDP-assisted project. Without prejudice to the Government's overall responsibility for its projects, the Parties may agree that an Executing Agency shall assume primary responsibility for execution of a project in consultation and agreement with the Cooperating Agency, and any arrangements to this effect shall be stipulated in the project Work Plan forming part of the Project Document together with arrangements, if any, for transfer of such responsibility, in the course of project execution, to the Government or to an entity designated by the Government. 2. Compliance by the Government with any prior obligations agreed to be necessary or appropriate for UNDP assistance to a particular project shall be a condition of	officials and experts on mission the relevant provisions of the Convention on the Privileges and Immunities of the United Nations to which the Government became a party on _____. The Government also agrees to grant to UNHCR and its personnel such additional privileges and immunities as may be necessary for the effective exercise of the international protection and humanitarian assistance functions of UNHCR. 2. Without prejudice to paragraph 1 of this article, the Government shall in particular extend to UNHCR the privileges, immunities, rights and facilities provided in articles VIII to XV of this Agreement. ARTICLE VIII UNHCR OFFICE, PROPERTY, FUNDS, AND ASSETS 1. UNHCR, its property, funds, and assets, wherever located and by whomsoever held, shall be immune from every form of legal process, except insofar as in any particular case it has expressly waived its immunity; it	transferred, ownership shall remain with UNICEF. General Assembly resolution 42/196 Procurement and project execution 27: Requests the Director-General for Development and International Economic

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materials which meet UNICEF requirements in quality, price and delivery terms.	performance by the UNDP and the Executing Agency of their responsibilities with respect to that project. Should provision of such assistance be commenced before such prior obligations have been met, it may be terminated or suspended without notice and at the discretion of the UNDP.	being understood that this waiver shall not extend to any measure of execution;	Cooperation to consult with recipient countries and the relevant funding and executing agencies of the United Nations system and to make recommendations for innovative, practical and effective measures to increase substantially the procurement from developing countries in the operational activities of the United Nations system, taking into account the need for the full implementation of the preferential arrangements for these countries and making maximum use of national institutions and firms, and giving due regard to regional comparative advantages, consistent with the principle of competitive international bidding and maximum effectiveness;
	3. Any agreement between the Government and an Executing Agency concerning the execution of a UNDP-assisted project or between the Government and an operational expert shall be subject to the provisions of this Agreement.	2. The premises of UNHCR office shall be inviolable. The property, funds and assets of UNHCR, wherever situated and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action;	
	4. The Cooperating Agency shall as appropriate and in consultation with the Executing Agency assign a full-time director for each project who shall perform such functions as are assigned to him by the Cooperating Agency. The Executing Agency shall as appropriate and in consultation with the Government appoint a Chief Technical Adviser or Project Coordinator responsible to the Executing Agency to oversee the Executing	3. The archives of UNHCR, and in general all documents belonging to or held by it, shall be inviolable;	
5. The Government shall exert its best efforts, and take the necessary measures, to ensure that the supplies, equipment and other materials, as well as financial and other assistance intended for programmes of cooperation, are utilized in conformity with the purposes stated in the master plan of		4. The funds, assets, income and other property of UNHCR shall be exempt from: (a) Any form of direct taxation, provided that UNHCR will not claim exemption from charges for public utility services; (b) Customs duties and prohibitions and restrictions on articles imported or exported by UNHCR for	General Assembly resolution 57 (I) 2. (b) The Fund, in agreement with the Governments concerned, shall take such measures as are deemed appropriate to ensure the proper utilization and distribution of supplies or other assistance which it provides. Supplies or

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operations and are employed in an equitable and efficient manner without any discrimination based on sex, race, creed, nationality or political opinion. No payment shall be required of any recipient of supplies, equipment and other materials furnished by UNICEF unless, and only to such extent as, provided in the relevant master plan of operations.

6. No direct taxes, value added tax, fees, tolls or duties shall be levied on the supplies, equipment and other materials intended for programmes of cooperation in accordance with the master plan of operations. In respect of supplies and equipment purchased locally for programmes of cooperation, the

Agency's participation in the project at the project level. He shall supervise and coordinate activities of experts and other Executing Agency personnel and be responsible for the on-the-job training of national Government counterparts. He shall be responsible for the management and efficient utilization of all UNDP-financed inputs, including equipment provided to the project.

5. In the performance of their duties, advisory experts, consultants and volunteers shall act in close consultation with the Government and with persons or bodies designated by the Government, and shall comply with such instructions from the Government as may be appropriate to the nature of their duties and the assistance to be given and as may be mutually agreed upon between the UNDP and the Executing Agency concerned and the Government. Operational experts shall be solely responsible to, and be under the exclusive direction of, the Government or the entity to which they are assigned, but shall not

its official use, provided that articles imported under such exemption will not be sold in the country except under conditions agreed upon with the Government.

(c) Customs duties and prohibitions and restrictions in respect of the import and export of its publications.

5. Any materials imported or exported by UNHCR, by national or international bodies duly accredited by UNHCR to act on its behalf in connection with humanitarian assistance for refugees, shall be exempt from all customs duties and prohibitions and restrictions.

6. UNHCR shall not be subject to any financial controls, regulations or moratoria and may freely;

(a) Acquire from authorized commercial agencies, hold and use negotiable currencies, maintain foreign-currency accounts, and acquire through authorized institutions, hold and use funds, securities and gold.

other assistance shall be made available to Governments upon approval by the Fund of the plans of operation drawn up by the Governments concerned.

Provision shall be made for:

(i) The submission to the Fund of such reports on the use of supplies and other assistance as the Fund may from time to time require;

(ii) Equitable and efficient dispensation or distribution of all supplies or other assistance, on the basis of need, without discrimination because of race, creed, nationality status or political belief.

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Section 8. While the United Nations will not, as a general rule, claim exemption from excise duties and from taxes on the sale of movable and immovable property which form part of the price to be paid,

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Government shall, in accordance with section 8 of the Convention, make appropriate administrative arrangements for the remission or return of any excise duty or tax payable as part of the price.

7. The Government shall, upon request by UNICEF, return to UNICEF any funds, supplies, equipment and other materials that have not been used in the programmes of cooperation.

8. The Government shall maintain proper accounts, records and documentation in respect of funds, supplies, equipment and other assistance under this Agreement. The form and content of the accounts, records and documentation required shall be as agreed upon by the Parties. Authorized officials of UNICEF shall have access to the relevant accounts, records and documentation concerning distribution of supplies, equipment and other materials, and disbursement of funds.

9. The Government

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be required to perform any functions incompatible with their international status or with the purposes of the UNDP or of the Executing Agency. The Government undertakes that the commencing date of each operational expert in its service shall coincide with the effective date of his contract with the Executing Agency concerned.

6. Recipients of fellowships shall be selected by the Executing Agency. Such fellowships shall be administered in accordance with the fellowship policies and practices of the Executing Agency.

7. Technical and other equipment, materials, supplies and other property financed or provided by the UNDP shall belong to the UNDP unless and until such time as ownership thereof is transferred, on terms and conditions mutually agreed upon between the Government and the UNDP, to the Government or to an entity nominated by it.

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(b) Bring funds, securities, foreign currencies and gold into the host country from any other country, use them within the host country or transfer them to other countries,

7. UNHCR shall enjoy the most favourable legal rate of exchange.

ARTICLE IX

COMMUNICATION FACILITIES

1. UNHCR shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any other Government including its diplomatic missions or to other intergovernmental, international organizations in matter of priorities, tariffs and charges on mail, cablegrams, telephotos, telephone, telegraph, telex and other communications, as well as rates for information to the press and radio.

2. The Government shall secure the inviolability of the official communications and correspondence of UNHCR and shall not apply any censorship to

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nevertheless when the United Nations is making important purchases for official use of property on which such duties and taxes have been charged or are chargeable, Members will, whenever possible, make appropriate administrative arrangements for the remission or return of the amount of duty or tax.

UNICEF Financial Regulations and Rules

ARTICLE XIV

EXTERNAL AUDIT

Regulation 14.1: The accounts of UNICEF shall be subject to external audit performed by the Board of Auditors in accordance with the provisions of article XII of the United Nations Financial Regulations, annexed to these Regulations for information which shall, mutatis mutandis, apply to UNICEF.

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shall, as soon as possible, but in any event within sixty (60) days after the end of each of the UNICEF financial years, submit to UNICEF progress reports on the programmes of cooperation and certified financial statements, audited in accordance with existing government rules and procedures.

ARTICLE VIII

Intellectual property rights

1. The Parties agree to cooperate and exchange information on any discoveries, inventions or works resulting from programme activities undertaken under the present Agreement, with a view to ensuring their most efficient and effective

8. Patent rights, copyright rights, and other similar rights to any discoveries or work resulting from UNDP assistance under this Agreement shall belong to the UNDP. Unless otherwise agreed by the Parties in each case, however, the Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature.

ARTICLE IV

Information concerning projects

1. The Government shall furnish the UNDP with such relevant reports, maps, accounts, records, statements, documents and other information as it may request concerning any UNDP-assisted projects, its execution or its continued feasibility and soundness, or concerning the compliance by the Government with its responsibilities under this Agreement or Project Documents.

2. The UNDP undertakes that the Government shall be kept

its communications and correspondence. Such inviolability, without limitation by reason of this enumeration, shall extend to publications, photographs, slides, films and sound recordings.

3. UNHCR shall have the right to use codes and to despatch and receive correspondence and other materials by courier or in sealed bags which shall have the same privileges and immunities as diplomatic couriers and bags.

4. UNHCR shall have the right to operate radio and other telecommunications equipment, on United Nations registered frequencies, and those allocated by the government, between its offices, within and outside the country, and in particular with UNHCR Headquarters in Geneva.

ARTICLE X

UNHCR OFFICIALS

1. The UNHCR Representative, Deputy Representative and other senior officials, as may be agreed between UNHCR and the Government, shall enjoy, while in the country, in respect

Annex to the United Nations Financial Regulations

Additional terms of reference governing the audit of the United Nations

1. The Board of Auditors shall perform jointly and severally such audit of the accounts of the United Nations, including all trust funds and special accounts, as it deems necessary in order to satisfy itself: ...

(b) That the financial transactions reflected in the statements have been in accordance with the Rules and Regulations, the budgetary provisions and other applicable directives;

See article III, (8) of the Standard Basic Assistance Agreement as revised in case of Cuba, Guyana, Viet Nam and the Philippines

8. With reference to patent rights, copyright rights, and other similar rights relating to inventions and discoveries:

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use and exploitation by the Government and UNICEF.

2. Patent rights, copyright rights and other similar intellectual property rights in any discoveries, inventions or works under paragraph 1 of this article resulting from programmes in which UNICEF cooperates may be made available by UNICEF free of royalties to other Governments with which UNICEF cooperates for their use and exploitation in programmes.

ARTICLE IX

Applicability of the Convention

The Convention shall be applicable mutatis mutandis to UNICEF, its office, property, funds and assets and to its officials and experts on mission in the country.

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currently informed of the progress of its assistance activities under this Agreement. Either Party shall have the right, at any time, to observe the progress of operations on UNDP-assisted projects.

3. The Government shall, subsequent to the completion of a UNDP-assisted project, make available to the UNDP at its request information as to benefits derived from and activities undertaken to further the purposes of that project, including information necessary or appropriate to its evaluation or to evaluation of UNDP assistance, and shall consult with and permit observation by the UNDP for this purpose.

4. Any information or material which the Government is required to provide to the UNDP under this article shall be made available by the Government to an Executing Agency at the request of the Executing Agency concerned.

5. The Parties shall consult each other regarding the publication, as appropriate, of any

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of themselves, their spouses and dependent relatives the privileges and immunities, exemptions and facilities normally accorded to diplomatic envoys. For this purpose the Ministry of Foreign Affairs shall include their names in the Diplomatic List.

2. UNHCR officials, while in the country, shall enjoy the following facilities, privileges and immunities:

(a) Immunity from legal process in respect of words spoken or written and all acts performed by them in their official capacity, such immunity to continue even after termination of employment with UNHCR;

(b) Immunity from inspection and seizure of their official baggage;

(c) Immunity from any military service obligations or any other obligatory service;

(d) Exemption, with respect to themselves, their spouses, their relatives dependent on them and

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(a) The Government shall have the right of use and exploitation in the country and to grant licenses of use and exploitation on the terms and conditions it deems relevant, being obliged solely to transmit a copy of the contract of licence to the UNDP.

(b) The UNDP shall have the right to grant licences of use and exploitation wherever it might be in its interests to do so, by simple notification of its desire to the Government and taking note of the points of view of the latter.

(c) The patent rights, copyright rights, and other similar rights to any discovery or work which results solely and specifically from UNDP assistance under this Agreement shall belong to the UNDP. In each case the Government shall have the right to use any such discoveries or work within the country free of royalty or any charge of similar nature, as well as to discuss with the UNDP any other type of implications.

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ARTICLE X

Legal status of UNICEF office

1. UNICEF, its property, funds and assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except in so far as in any particular case it has expressly waived its immunity. It is understood, however, that no waiver of immunity shall extend to any measure of execution.

2. (a) The premises of the UNICEF office shall be inviolable. The property and assets of UNICEF, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

(b) The appropriate authorities shall not enter the

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information relating to any UNDP-assisted project or to benefits derived therefrom. However, any information relating to any investment-oriented project may be released by the UNDP to potential investors, unless and until the Government has requested the UNDP in writing to restrict the release of information relating to such project.

ARTICLE V

Participation and contribution of Government in execution of project

1. In fulfilment of the Government's responsibility to participate and co-operate in the execution of the projects assisted by the UNDP under this Agreement, it shall contribute the following in kind to the extent detailed in relevant Project Documents:

(a) Local counterpart professional and other services, including national

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other members of their households from immigration restriction and alien registration;

(e) Exemption from taxation in respect of the salaries and all other remuneration paid to them by UNHCR;

(f) Exemption from any form of taxation on income derived by them from sources outside the country;

(g) Prompt clearance and issuance, without cost, of visas, licenses or permits, if required and free movement within, to or from the country to the extent necessary for the carrying out of UNHCR international protection and humanitarian assistance programmes.

(h) Freedom to hold or maintain within the country, foreign exchange, foreign currency accounts and movable property and the right upon termination of employment with UNHCR to take out of the host country their funds for the lawful possession of which they can show good cause;

(i) The same protection and

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ARTICLE II

PROPERTY, FUNDS AND ASSETS

Section 2. The United Nations, its property and assets wherever located and by whomsoever held, shall enjoy immunity from every form of legal process except insofar as in any particular case it has expressly waived its immunity. It is, however, understood that no waiver of immunity shall extend to any measure of execution.

Section 3. The premises of the United Nations shall be inviolable. The property and assets of the United Nations, wherever located and by whomsoever held, shall be immune from search, requisition, confiscation, expropriation and any other form of interference, whether by executive, administrative, judicial or legislative action.

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office premises to perform any official duties, except with the express consent of the head of the office and under conditions agreed to by him or her.

3. The appropriate authorities shall exercise due diligence to ensure the security and protection of the UNICEF office, and to ensure that the tranquility of the office is not disturbed by the unauthorized entry of persons or groups of persons from outside or by disturbances in its immediate vicinity.

4. The archives of UNICEF, and in general all documents belonging to it, wherever located and by whomsoever held, shall be inviolable.

ARTICLE XI

UNICEF funds, assets and other property

1. Without being restricted by financial controls, regulations or moratoria of any kind:

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counterparts to operational experts;

(b) Land, buildings, and training and other facilities available or produced within the country; and

(c) Equipment, materials and supplies available or produced within the country.

2. Whenever the provision of equipment forms part of UNDP assistance to the Government, the latter shall meet charges relating to customs clearance of such equipment, its transportation from the port of entry to the project site together with any incidental handling or storage and related expenses, its insurance after delivery to the project site, and its installation and maintenance.

3. The Government shall also meet the salaries of trainees and recipients of fellowships during the period of their fellowships.

4. If so provided in the Project Document, the Government shall pay, or arrange to have paid, to the UNDP or an

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repatriation facilities with respect to themselves, their spouses and relatives dependent on them and other members of their households as are accorded in time of international crisis to diplomatic envoys;

(j) The right to import for personal use, free of duty and other levies, prohibitions and restrictions on imports:

(i) Their furniture and personal effects in one or more separate shipments and thereafter to import necessary additions to the same, including motor vehicles, according to the regulations applicable in the country to diplomatic representatives accredited in the country and/or resident members of international organizations;

(ii) reasonable quantities of certain articles for personal use or consumption and not for gift or sale.

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ARTICLE II

PROPERTY, FUNDS AND ASSETS

Section 4. The archives of the United Nations, and in general all documents belonging to it or held by it, shall be inviolable wherever located.

Section 5. Without being restricted by financial controls, regulations or moratoria of any kind,

(a) UNICEF may hold and use funds, gold or negotiable instruments of any kind and maintain and operate accounts in any currency and convert any currency held by it into any other currency;

(b) UNICEF shall be free to transfer its funds, gold or currency from one country to another or within any country, to other organizations or agencies of the United Nations system;

(c) UNICEF shall be accorded the most favourable, legally available rate of exchange for its financial activities.

2. UNICEF, its assets, income and other property shall:

(a) Be exempt from all direct taxes, value added tax, fees, tolls or duties; it is understood, however, that UNICEF will not claim exemption from

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Executing Agency the sums required, to the extent specified in the Project Budget of the Project Document, for the provision of any of the items enumerated in paragraph 1 of this Article, whereupon the Executing Agency shall obtain the necessary items and account annually to the UNDP for any expenditures out of payments made under this provision.

5. Moneys payable to the UNDP under the preceding paragraph shall be paid to an account designated for this purpose by the Secretary-General of the United Nations and shall be administered in accordance with the applicable financial regulations of the UNDP.

8. The cost of items constituting the Government's contribution to the project and any sums payable by the Government in pursuance of this Article, as detailed in Project Budgets, shall be considered as estimates based on the best information available at the time of preparation of such Project Budgets. Such sums shall be subject to adjustment

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3. UNHCR officials who are nationals of or permanent residents in the host country shall enjoy only those privileges and immunities provided for in the Convention.

ARTICLE XI

LOCALLY RECRUITED PERSONNEL

1. Persons recruited locally and assigned to hourly rates to perform services for UNHCR shall enjoy immunity from legal process in respect of words spoken or written and any act performed by them in their official capacity.

2. The terms and conditions of employment for locally recruited personnel shall be in accordance with the relevant United Nations resolutions, Regulations and Rules.

ARTICLE XII

EXPERTS ON MISSION

1. Experts performing mission for UNHCR shall be accorded such facilities, privileges and immunities as are necessary for the independent exercise of

OTHER COMPARATIVE TEXTS

(a) The United Nations may hold funds, gold or currency of any kind and operate accounts in any currency;

(b) The United Nations shall be free to transfer its funds, gold or currency from one country to another or within any country and to convert any currency held by it into any other currency.

Section 6. In exercising its rights under section 5 above, the United Nations shall pay due regard to any representations made by the Government of any Member in so far as it is considered that effect can be given to such representations without detriment to the interests of the United Nations.

Section 7. The United Nations, its assets, income and other property shall be:

(a) Exempt from all direct taxes; it is understood, however, that the United Nations will not claim exemption from taxes which are, in fact, no more than

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taxes which are, in fact, no more than charges for public utility services, rendered by the Government or by a corporation under government regulation, at a fixed rate according to the amount of services rendered and which can be specifically identified, described and itemized;	whenever necessary to reflect the actual cost of any such items purchased thereafter.	their functions. In particular they shall be accorded:	charges for public utility services;
(b) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by UNICEF for its official use. It is understood, however, that articles imported under such exemptions will not be sold in the country into which they were imported except under conditions agreed with the Government;	7. The Government shall as appropriate display signs at each project identifying it as one assisted by the UNDP and the Executing Agency.	(a) Immunity from personal arrest or detention;	(b) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of articles imported or exported by the United Nations for its official use. It is understood, however, that articles imported under such exemption will not be sold in the country into which they were imported except under conditions agreed with the Government of that country;
(c) Be exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.	ARTICLE VI Assessed programme costs payable in local currency 1. In addition to the contribution referred to in article V above, the Government shall assist the UNDP in providing it with assistance by paying or arranging to pay for the following local costs or facilities, in the amounts specified in the relevant Project Document or otherwise determined by the UNDP in pursuance of relevant decisions of its governing bodies: (a) The local living costs of advisory experts and consultants assigned to projects in the country;	(b) Immunity from legal process of every kind in respect of words spoken or written and acts done by them in the course of the performance of their mission. This immunity shall continue to be accorded notwithstanding that they are no longer employed on missions for UNHCR; (c) Inviolability for all papers and documents; (d) For the purpose of their official communications, the right to use codes and to receive papers or correspondence by courier or in sealed bags; (e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions; (f) The same immunities and	(c) Exempt from customs duties and prohibitions and restrictions on imports and exports in respect of its publications.

ARTICLE XII

Greeting cards and other UNICEF products

Any materials imported or exported by UNICEF or by national bodies duly authorized by UNICEF to act on its behalf, in connection with the established purposes and objectives of the UNICEF Greeting Card Operation, shall be exempt from all customs duties, prohibitions and restrictions, and the sale of such materials for the benefit of UNICEF shall be exempt from all national and local taxes.

ARTICLE XIII

UNICEF officials

1. Officials of UNICEF shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF;

(b) Be exempt from taxation on the salaries and emoluments paid to them by UNICEF;

(b) Local administrative and clerical services, including necessary local secretarial help, interpreter-translators, and related assistance;

(c) Transportation of personnel within the country; and

(d) Postage and telecommunications for official purposes.

2. The Government shall also pay each operational expert directly the salary, allowances and other related emoluments which would be payable to one of its nationals if appointed to the post involved. It shall grant an operational expert the same annual and sick leave as the Executing Agency concerned grants its own officials, and shall make any arrangement necessary to permit him to take home leave to which he is entitled under the terms of his service with the Executing Agency concerned. Should his service with the Government be terminated by it under circumstances which give rise to an obligation on the part of an Executing Agency to pay him an

facilities including immunity from inspection and seizure in respect of their personal baggage as are accorded to diplomatic envoys.

ARTICLE XIII

PERSONS PERFORMING SERVICES ON BEHALF OF UNHCR

1. Except as the Parties may otherwise agree, the Government shall grant to all persons performing services on behalf of UNHCR, other than nationals of the host country employed locally, the privileges and immunities specified in article V, section 18, of the Convention. In addition, they shall be granted:

(a) Prompt clearance and issuance, without cost, of visas, licences or permits necessary for the effective exercise of their functions;

(b) Free movement within, to or from the country, to the extent necessary for the implementation of the UNHCR humanitarian programmes.

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ARTICLE V

OFFICIALS

Section 18. Officials of the United Nations shall:

(a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity;

(b) Be exempt from taxation on the salaries and emoluments paid to them by the United Nations;

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(c) Be immune from national service obligations;

(d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to officials of comparable ranks forming part of diplomatic missions to the Government;

(f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

(g) Have the right to import free of duty their furniture, personal effects and all household appliances, at the time of first taking up their post in the host country.

2. The head of the UNICEF office and other senior officials, as may be agreed between UNICEF and the Government, shall enjoy the same privileges and

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indemnity under its contract with him, the Government shall contribute to the cost thereof the amount of separation indemnity which would be payable to a national civil servant or comparable employee of like rank whose service is terminated in the same circumstances.

3. The Government undertakes to furnish in kind the following local services and facilities:

(a) The necessary office space and other premises;

(b) Such medical facilities and services for international personnel as may be available to national civil servants;

(c) Simple but adequately furnished accommodation to volunteers; and

(d) Assistance in finding suitable housing accommodation for international personnel, and the provision of such housing to operational experts under the same conditions as to national civil servants of comparable rank.

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ARTICLE XIV

NOTIFICATION

1. UNHCR shall notify the Government of the name of UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR, and of changes in the status of such individuals.

2. UNHCR officials, experts on mission and other persons performing services on behalf of UNHCR shall be provided with a special identity card certifying their status under this Agreement.

ARTICLE XV

WAIVER OF IMMUNITY

Privileges and immunities are granted to UNHCR personnel in the interests of the United Nations and UNHCR and not for the personal benefit of the individuals concerned. The Secretary-General of the United Nations may waive the immunity of any of UNHCR personnel in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the

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(c) Be immune from national service obligations;

(d) Be immune, together with their spouses and relatives dependent on them, from immigration restrictions and alien registration;

(e) Be accorded the same privileges in respect of exchange facilities as are accorded to the officials of comparable ranks forming part of diplomatic missions to the Government concerned;

(f) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys;

(g) Have the right to import free of duty their furniture and effects at the time of first taking up their post in the country in question.

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immunities accorded by the Government to members of diplomatic missions of comparable ranks. For this purpose, the name of the head of UNICEF office may be incorporated in the diplomatic list.

3. UNICEF officials shall also be entitled to the following facilities:

(a) To import free of custom and excise duties limited quantities of certain articles intended for personal consumption in accordance with existing government regulation;

(b) To import a motor vehicle free of customs and excise duties, including value added tax, in accordance with existing government regulation applicable to members of diplomatic missions of comparable ranks.

ARTICLE XIV

Experts on mission

1. Experts on mission shall be granted the privileges and immunities specified in article VI, sections 22 and 23, of the Convention.

4. The Government shall also contribute towards the expenses of maintaining the UNDP mission in the country by paying annually to the UNDP a lump sum mutually agreed between the Parties to cover the following expenditures:

(a) An appropriate office with equipment and supplies, adequate to serve as local headquarters for the UNDP in the country;

(b) Appropriate local secretarial and clerical help, interpreters, translators and related assistance;

(c) Transportation of the resident representative and his staff for official purposes within the country;

(d) Postage and telecommunications for official purposes; and

(e) Subsistence for the resident representative and his internationally-recruited staff while in official travel status within the country.

5. The Government shall have the option of providing in kind the

interests of the United Nations and UNHCR.

ARTICLE XVI

SETTLEMENT OF DISPUTES

Any dispute between UNHCR and the Government arising out of or relating to this Agreement shall be settled amicably by negotiation or other agreed mode of settlement, failing which such dispute shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. All decisions of the arbitrators shall require a vote of two of them. The procedure of the arbitration shall be fixed by the arbitrators, and the

See UNDP/Standard Basic Assistance Agreement, article X, infra.

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EXPERTS ON MISSIONS FOR THE UNITED NATIONS

Section 22.
Experts (other than officials coming within the scope of article V) performing missions for the United Nations shall be accorded such privileges and

2. Experts on mission may be accorded such additional privileges, immunities and facilities as may be agreed upon between the Parties.

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facilities referred to in paragraph 4 above, with the exception of items (b) and (e).

6. Moneys payable under the provisions of this Article, other than under paragraph 2, shall be paid by the Government and administered by the UNDP in accordance with article V, paragraph 5.

Article VII

Relation to assistance from other sources

In the event that assistance towards the execution of a project is obtained by either Party from other sources, the Parties shall consult each other and the Executing Agency with a view to effective coordination and utilization of assistance received by the Government from all sources. The obligations of the Government hereunder shall not be modified by any arrangements it may enter into with other entities cooperating with it in the execution of a project.

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expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be accepted by the Parties as the final adjudication of the dispute.

ARTICLE XVII

GENERAL PROVISIONS

1. This Agreement shall enter into force on the date of its signature by both Parties and shall continue in force until terminated under paragraph 5 of this article.

2. This Agreement shall be interpreted in light of its primary purpose, which is to enable UNHCR to carry out its international mandate for refugees fully and efficiently and to attain its humanitarian objectives in the country.

3. Any relevant matter for which no provision is made in this Agreement shall be settled by the Parties in keeping with the relevant resolutions and

OTHER COMPARATIVE TEXTS

immunities as are necessary for the independent exercise of their functions during the period of their missions, including the time spent on journeys in connection with their missions. In particular they shall be accorded:

(a) Immunity from personal arrest or detention and from seizure of their personal baggage;

(b) In respect of words spoken or written and acts done by them in the course of the performance of their mission, immunity from legal process of every kind. This immunity from legal process shall continue to be accorded notwithstanding that the persons concerned are no longer employed on missions for the United Nations;

(c) Inviolability for all papers and documents;

(d) For the purpose of their communications with the United Nations, the right to use codes and to receive papers or correspondence by courier or in sealed bags;

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ARTICLE VIII Use of assistance The Government shall exert its best efforts to make the most effective use of the assistance provided by the UNDP and shall use such assistance for the purpose for which it is intended. Without restricting the generality of the foregoing, the Government shall take such steps to this end as are specified in the Project Document. ARTICLE IX Privileges and immunities 1. The Government shall apply to the United Nations and its organs, including the UNDP and United Nations subsidiary organs acting as UNDP Executing Agencies, their property, funds and assets, and to their officials, including the resident representative and other members of the UNDP mission in the country, the provisions of the Convention on the Privileges and Immunities of the United Nations.	decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph. 4. Consultations with a view to amending this Agreement may be held at the request of the Government or UNHCR. Amendments shall be made by joint written agreement. 5. This Agreement shall cease to be in force six months after either of the contracting Parties gives notice in writing to the other of its decision to terminate the Agreement, except as regards the normal cessation of the activities of UNHCR in the country and the disposal of its property in the country. [6. This Agreement supersedes and replaces the Agreement between UNHCR and the Government signed on _____ day of _____ 19 __.]	(e) The same facilities in respect of currency or exchange restrictions as are accorded to representatives of foreign governments on temporary official missions; (f) The same immunities and facilities in respect of their personal baggage as are accorded to diplomatic envoys. Section 23. Privileges and immunities are granted to experts in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and the duty to waive the immunity of any expert in any case where, in his opinion, the immunity would impede the course of justice and it can be waived without prejudice to the interests of the United Nations.

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ARTICLE XV Persons performing service for UNICEF 1. Persons performing services for UNICEF shall: (a) Be immune from legal process in respect of words spoken or written and all acts performed by them in their official capacity. Such immunity shall continue to be accorded after termination of employment with UNICEF; (b) Be given, together with their spouses and relatives dependent on them, the same repatriation facilities in time of international crisis as diplomatic envoys. 2. For the purpose of enabling them to discharge their functions independently and efficiently, persons performing services for UNICEF may be accorded such other privileges, immunities and facilities as specified in article XIII above, as may be agreed upon between the Parties.	2. The Government shall apply to each Specialized Agency acting as an Executing Agency, its property, funds and assets, and to its officials, the provisions of the Convention on the Privileges and Immunities of the Specialized Agencies, including any annex to the Convention applicable to such Specialized Agency. In case the International Atomic Energy Agency (the IAEA) acts as an Executing Agency, the Government shall apply to its property, funds and assets, and to its officials and experts, the Agreement on the Privileges and Immunities of the IAEA. 3. Members of the UNDP mission in the country shall be granted such additional privileges and immunities as may be necessary for the effective exercise by the mission of its functions. 4. (a) Except as the Parties may otherwise agree in Project Documents relating to specific projects, the Government shall grant all persons, other than Government		See article IX(4) of the UNDP/Standard Basic Assistance Agreement, and artticke XIII of the UNHCR Model Cooperation Agreement, infra.

ARTICLE XVI

Access facilities

1. UNICEF officials, experts on mission and persons performing services for UNICEF shall be entitled:

(a) To prompt clearance and issuance, free of charge, of visas, licences or permits, where required;

(b) To unimpeded access to or from the country, and within the country, to all sites of cooperation activities, to the extent necessary for the implementation of programmes of cooperation.

ARTICLE XVII

Locally recruited personnel assigned to hourly rates

The terms and conditions of employment for persons recruited locally and assigned to hourly rates shall be in accordance with the relevant United Nations resolutions, decisions, regulations and rules and policies of the competent organs of the United Nations including UNICEF. Locally recruited personnel

nationals employed locally, performing services on behalf of the UNDP, a Specialized Agency or the IAEA who are not covered by paragraphs 1 and 2 above the same privileges and immunities as officials of the United Nations, the Specialized Agency concerned or the IAEA under sections 18, 19 or 18 respectively of the Conventions on the Privileges and Immunities of the United Nations or of the Specialized Agencies, or of the Agreement on the Privileges and Immunities of the IAEA.

(b) For purposes of the instruments on privileges and immunities referred to in the preceding parts of this article:

(1) All papers and documents relating to a project in the possession or under the control of the persons referred to in subparagraph 4 (a) above shall be deemed to be documents belonging to the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be; and

(2) Equipment, materials and supplies brought into or

See article XI of the UNHCR Model Cooperation Agreement, infra.

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shall be accorded all facilities necessary for the independent exercise of their functions for UNICEF.	purchased or leased by those persons within the country for purposes of a project shall be deemed to be property of the United Nations, the Specialized Agency concerned, or the IAEA, as the case may be.		Convention on the Privileges and Immunities of the United Nations
ARTICLE XVIII			ARTICLE III
Facilities in respect of communications			FACILITIES IN RESPECT OF COMMUNICATIONS
1. UNICEF shall enjoy, in respect of its official communications, treatment not less favourable than that accorded by the Government to any diplomatic mission (or intergovernmental organization) in matters of establishment and operation, priorities, tariffs, charges on mail and cablegrams and on teleprinter, facsimile, telephone and other communications, as well as rates for information to the press and radio.	5. The expression "persons performing services" as used in articles IX, X and XIII of this Agreement includes operational experts, volunteers, consultants, and juridical as well as natural persons and their employees. It includes governmental or non-governmental organizations or firms which UNDP may retain, whether as an Executing Agency or otherwise, to execute or to assist in the execution of UNDP assistance to a project, and their employees. Nothing in this Agreement shall be construed to limit the privileges, immunities or facilities conferred upon such organizations or firms or their employees in any other instrument.		Section 9. The United Nations shall enjoy in the territory of each Member for its official communications treatment not less favourable than that accorded by the Government of that Member to any other Government including its diplomatic mission in the matter of priorities, rates and taxes on mails, cables, telegrams, radiograms, telephotos, telephone and other communications; and press rates for information to the press and radio. No censorship shall be applied to the official correspondence and other official communications of the United Nations.
2. No official correspondence or other communication of UNICEF shall be subjected to censorship. Such immunity shall extend to printed matter, photographic and electronic data communications and other forms of communications as may be agreed upon between the Parties. UNICEF shall be entitled to use codes and to			Section 10. The United Nations shall have the right to use codes and to despatch and receive its correspondence by courier or in bags,

dispatch and receive correspondence either by courier or in sealed pouches, all of which shall be inviolable and not subject to censorship.

3. UNICEF shall have the right to operate radio and other telecommunication equipment on United Nations registered frequencies and those allocated by the Government between its offices, within and outside the country, and in particular with UNICEF headquarters in New York.

4. UNICEF shall be entitled, in the establishment and operation of its official communications, to the benefits of the International Telecommunication Convention (Nairobi, 1982) and the regulations annexed thereto.

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ARTICLE X

Facilities for execution of UNDP assistance

1. The Government shall take any measures which may be necessary to exempt the UNDP, its Executing Agencies, their experts and other persons performing services on their behalf from regulations or other legal provisions which may interfere with operations under this Agreement, and shall grant them such other facilities as may be necessary for the speedy and efficient execution of UNDP assistance. It shall, in particular, grant them the following rights and facilities:

(a) Prompt clearance of experts and other persons performing services on behalf of the UNDP or an Executing Agency;

(b) Prompt issuance without cost of necessary visas, licenses or permits;

(c) Access to the site of work and all necessary rights of way;

(d) Free movement within or to or from the country, to the extent necessary for

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which shall have the same immunities and privileges as diplomatic couriers and bags.

See article 39 of the International Telecommunication Convention, made at Nairobi in 1982, which reads:

ARTICLE 39

RELATIONS WITH THE UNITED NATIONS

166 1. The relationship between the United Nations and the International Telecommunication Union is defined in the Agreement concluded between these two organizations, the text of which appears in

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proper execution of UNDP assistance;

(e) The most favourable legal rate of exchange;

(f) Any permits necessary for the importation of equipment, materials and supplies, and for their subsequent exportation;

(g) Any permits necessary for importation of property belonging to and intended for the personal use or consumption of officials of the UNDP, its Executing Agencies, or other persons performing services on their behalf, and for the subsequent exportation of such property; and

(h) Prompt release from customs of the items mentioned in subparagraphs (f) and (g) above.

2. Assistance under this Agreement being provided for the benefit of the Government and people of _____, the Government shall bear all risks of operations arising under this Agreement. It shall be responsible for dealing with claims

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annex 3 to this Convention.

167 2. In accordance with the provision of article XVI of the above-mentioned Agreement, the telecommunication operating services of the United Nations shall be entitled to the rights and bound by the obligations of this Convention and of the Administrative Regulations annexed thereto. Accordingly, they shall be entitled to attend all conferences of the Union, including meetings of the International Consultative Committees, in a consultative capacity.

Article XVI of the Agreement between the United Nations and ITU reads:

ARTICLE XVI

UNITED NATIONS TELECOMMUNICATION SERVICES

1. The Union recognizes that it is important that the United Nations shall benefit by the same rights as the Members of the Union for operating telecommunication

ARTICLE XIX

Facilities in respect of means of transportation

The Government shall grant UNICEF necessary permits or licences for, and shall not impose undue restrictions on, the acquisition or use and maintenance by UNICEF of civil aeroplanes and other craft required for programme activities under the present Agreement.

ARTICLE XX

Waiver of privileges and immunities

The privileges and immunities accorded under the present Agreement are granted in the interests of the United Nations, and not for the personal benefit of the persons concerned. The Secretary-General of the United Nations has the

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which may be brought by third parties against the UNDP or an Executing Agency, their officials or other persons performing services on their behalf, and shall hold them harmless in respect of claims or liabilities arising from operations under this Agreement. The foregoing provision shall not apply where the Parties and the Executing Agency are agreed that a claim or liability arises from the gross negligence or wilful misconduct of the above-mentioned individuals.

ARTICLE XI

Suspension or termination of assistance

1. The UNDP may by written notice to the Government and to the Executing Agency concerned suspend its assistance to any project if in the judgement of the UNDP any circumstance arises which interferes with or threatens to interfere with the successful completion of the project or the accomplishment of its purposes. The UNDP may, in the same or a subsequent written

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services.

2. The United Nations undertakes to operate the telecommunication services under its control in accordance with the terms of the International Telecommunication Convention and the regulations annexed thereto.

3. The precise arrangements for implementing this article shall be dealt with separately.

See section 20 of the Convention on the Privileges and Immunities of the United Nations.

ARTICLE V

OFFICIALS

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Section 20. Privileges and immunities are granted to officials in the interests of the United Nations and not for the personal benefit of the individuals themselves. The Secretary-General shall have the right and

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right and the duty to waive the immunity of any individual referred to in articles XIII, XIV and XV in any case where, in his opinion, such immunity impedes the course of justice and can be waived without prejudice to the interests of the United Nations and UNICEF.	notice, indicate the conditions under which it is prepared to resume its assistance to the project. Any such suspension shall continue until such time as such conditions are accepted by the Government and as the UNDP shall give written notice to the Government and the Executing Agency that it is prepared to resume its assistance. 2. If any situation referred to in paragraph 1 of this article shall continue for a period of fourteen days after notice thereof and of suspension shall have been given by the UNDP to the Government and the Executing Agency, then at any time thereafter during the continuance thereof, the UNDP may by written notice to the Government and the Executing Agency terminate its assistance to the project. 3. The provisions of this article shall be without prejudice to any other rights or remedies the UNDP may have in the circumstances, whether under general principles of law or otherwise.		the duty to waive the immunity of any official in any case where, in his opinion, the immunity would impede the course of justice and can be waived without prejudice to the interests of the United Nations. In the case of the Secretary-General, the Security Council shall have the right to waive immunity.
ARTICLE XXI Claims against UNICEF 1. UNICEF cooperation in programmes under the present Agreement is provided for the benefit of the Government and people of the country and, therefore, the Government shall bear all the risks of the operations under the present Agreement. 2. The Government shall, in particular, be responsible for dealing with all claims arising from or directly attributable to the operations under the present Agreement that may be brought by third parties against UNICEF, UNICEF officials,			See UNICEF Basic Agreement with Egypt, 8 March 1971 (United Nations, Treaty Series) AGREEMENT BETWEEN THE UNITED NATIONS CHILDREN'S FUND AND THE GOVERNMENT OF THE UNITED ARAB REPUBLIC ARTICLE VI CLAIMS AGAINST UNICEF 1. The Government shall assume, subject to the provisions of this article, responsibility in respect to claims resulting from the execution of Plans of Operations within the territory of the United Arab Republic. 2. The Government shall accordingly be

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experts on mission and persons performing services on behalf of UNICEF and shall, in respect of such claims, indemnify and hold them harmless, except where the Government and UNICEF agree that the particular claim or liability was caused by gross negligence or wilful misconduct.	ARTICLE XII Settlement of disputes 1. Any dispute between the UNDP and the Government arising out of or relating to this Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty days of the request for arbitration either Party has not appointed an arbitrator or if within fifteen days of the appointment of two arbitrators the third arbitrator has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure of the arbitration shall be fixed by the arbitrators and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based and shall be		responsible for dealing with any claims which may be brought by third parties against UNICEF or its experts, agents or employees and shall defend and hold harmless UNICEF and its experts, agents and employees in case of any claims or liabilities resulting from the execution of plans of operations made pursuant to this agreement, except where it is agreed by the Government and UNICEF that such claims or liabilities arise from the gross negligence or wilful misconduct of such experts, agents or employees. 3. In the event of the Government making any payment in accordance with the provisions of paragraph 2 of this article, the Government shall be entitled to exercise and enjoy the benefit of all rights and claims of UNICEF against third persons. 4. This article shall not apply with respect to any claim against UNICEF for injuries by a staff member of UNICEF. 5. UNICEF shall place at the disposal of the Government any

ARTICLE XXII

Settlement of disputes

Any dispute between UNICEF and the Government relating to the interpretation and application of the present Agreement which is not settled by negotiation or other agreed mode of settlement shall be submitted to arbitration at the request of either Party. Each Party shall appoint one arbitrator, and the two arbitrators so appointed shall appoint a third, who shall be the chairman. If within thirty (30) days of the request for arbitration either Party has not appointed an arbitrator, or if within fifteen (15) days of the appointment of two

accepted by the Parties as the final adjudication of the dispute.

2. Any dispute between the Government and an operational expert arising out of or relating to the conditions of his service with the Government may be referred to the Executing Agency providing the operational expert by either the Government or the operational expert involved, and the Executing Agency concerned shall use its good offices to assist them in arriving at a settlement. If the dispute cannot be settled in accordance with the preceding sentence or by other agreed mode of settlement, the matter shall at the request of either Party be submitted to arbitration following the same provisions as are laid down in paragraph 1 of this Article, except that the arbitrator not appointed by either Party or by the arbitrators of the Parties shall be appointed by the Secretary-General of the Permanent Court of Arbitration.

information or other assistance required for the handling of any case to which paragraph 2 of this article relates or for the fulfilment of the purposes of paragraph 3.

Same as article XII of the UNDP/Standard Basic Assistance Agreement and article XVI of the UNHCR Model Cooperation Agreement.

arbitrators the third arbitrator, has not been appointed, either Party may request the President of the International Court of Justice to appoint an arbitrator. The procedure for the arbitration shall be fixed by the arbitrators, and the expenses of the arbitration shall be borne by the Parties as assessed by the arbitrators. The arbitral award shall contain a statement of the reasons on which it is based, and shall be accepted by the Parties as the final adjudication of the dispute.

ARTICLE XXIII

Entry into force

1. The present Agreement shall enter into force, following signature, on the day after the exchange between the Parties of an instrument of ratification or acceptance by the Government and of an instrument constituting an act of formal confirmation by UNICEF and, pending such ratification, it shall, by agreement of the

ARTICLE XIII

General provisions

1. This Agreement shall [enter into force upon signature, and] [be subject to ratification by the Government, and shall come into force upon receipt by UNDP of notification from the Government of its ratification. Pending such ratification, it shall be given provisional effect by the Parties. It] shall continue in force until terminated under paragraph 3 below. Upon the entry into force of this Agreement, it shall supersede existing Agreements concerning the provision of assistance to the Government out of UNDP resources and concerning the UNDP office in the country, and it shall apply to all assistance provided to the Government and to the UNDP office established in the country under the provisions of the Agreements now superseded.

2. This Agreement may be modified by written agreement between the Parties hereto. Any relevant matter for which no provision is made in

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Parties, be given provisional effect. 2. The present Agreement supersedes and replaces all previous Basic Agreements, including addenda thereto, between UNICEF and the Government. ARTICLE XXIV Amendments The present Agreement may be modified or amended only by written agreement between the Parties hereto. ARTICLE XXV Termination The present Agreement shall cease to be in force six months after either of the Parties gives notice in writing to the other of its decision to terminate the Agreement. The Agreement shall, however, remain in force for such an additional period as might be necessary for the orderly cessation of UNICEF activities, and the resolution of any disputes between the Parties.	this Agreement shall be settled by the Parties in keeping with the relevant resolutions and decisions of the appropriate organs of the United Nations. Each Party shall give full and sympathetic consideration to any proposal advanced by the other Party under this paragraph. 3. This Agreement may be terminated by either Party by written notice to the other and shall terminate sixty days after receipt of such notice. 4. The obligations assumed by the Parties under articles IV (concerning project information) and VIII (concerning the use of assistance) shall survive the expiration or termination of this Agreement. The obligations assumed by the Government under articles IX (concerning privileges and immunities), X (concerning facilities for project execution) and XII (concerning settlement of disputes) hereof shall survive the expiration or termination of this Agreement to the extent necessary to permit orderly withdrawal of		See article XVII(5) of the UNHCR Model Cooperation Agreement.

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	personnel, funds and property of the UNDP and of any Executing Agency, or of any persons performing services on their behalf under this Agreement.		
IN WITNWHEREOF, the undersigned, being duly authorized plenipotentiary of the Government and duly appointed representative of UNICEF, have on behalf of the Parties signed the present Agreement, in the _____language(s). For purposes of interpretation and in case of conflict, the _____ text shall prevail.	IN WITNESS WHEREOF the undersigned, duly appointed representatives of the United Nations Development Programme and of the Government, respectively, have on behalf of the Parties signed the present Agreement in the English and _____ languages in two copies at _____ this _____ day of _____.	IN WITNESS WHEREOF the undersigned, being duly appointed representatives of the United Nations High Commissioner for Refugees and the Government, respectively, have on behalf of the Parties signed this Agreement, in the English and _____ language. For purposes of interpretation and in case of conflict, the English text shall prevail.	
Done at ____, this ____ day of _____, nineteen hundred _____.		Done at _____ this ____ day of _____.	
For the Government:	For the Government:	For the Government of:	
For UNICEF:	For the UNDP:	For the UNHCR:	